


Application Number 	Application No. 09/841,442	Applicant(s) MAHER ET AL.	

TERMINAL DISCLAIMER	<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> DISAPPROVED
Document Code - DISQ	This patent is subject to a Terminal Disclaimer	
INTERNAL DOCUMENT – DO NOT MAIL		

U.S. Patent and Trademark Office

Application No. 09/840,937 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.

4. Applicant is the owner of all rights in U.S. Patent Application No. 09/841,170. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent Application No. 09/841,170 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012236, Frame 0707.

5. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and any patent granted on U.S. Patent Application No. 09/841,170 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.

6. Applicant is the owner of all rights in U.S. Patent Application No. 09/841,283. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent Application No. 09/841,283 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012608, Frame 0546.

7. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and any patent granted on U.S. Patent Application No. 09/841,283 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.

8. Applicant is the owner of all rights in U.S. Patent Application No. 09/841,285. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent Application No. 09/841,285 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012231, Frame 0195.

9. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and any patent granted on U.S. Patent Application No. 09/841,285 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.

10. Applicant is the owner of all rights in U.S. Patent Application No. 09/841,286. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent Application No. 09/841,286 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012233, Frame 0400.

11. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and any patent granted on U.S. Patent Application No. 09/841,286 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.

12. Applicant is the owner of all rights in U.S. Patent No. 6,607,033. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent No. 6,607,033 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012264, Frame 0534.

13. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and U.S. Patent No. 6,607,033 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.

14. Applicant is the owner of all rights in U.S. Patent Application No. 09/841,294. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent Application No.

09/841,294 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012597, Frame 0505.

15. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and any patent granted on U.S. Patent Application No. 09/841,294 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.

16. Applicant is the owner of all rights in U.S. Patent No. 6,591,906. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent No. 6,591,906 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012215, Frame 0330.

17. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and U.S. Patent No. 6,591,906 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.

18. Applicant is the owner of all rights in U.S. Patent Application No. 09/841,300. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent Application No. 09/841,300 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012996, Frame 0372.

19. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and any patent granted on U.S. Patent Application No. 09/841,300 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.

20. Applicant is the owner of all rights in U.S. Patent Application No. 09/841,306. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent Application No. 09/841,306 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012233, Frame 0463.

21. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and any patent granted on U.S. Patent Application No. 09/841,306 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.

22. Applicant is the owner of all rights in U.S. Patent Application No. 09/841,308. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent Application No. 09/841,308 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012609, Frame 0412.

23. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and any patent granted on U.S. Patent Application No. 09/841,308 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.

24. Applicant is the owner of all rights in U.S. Patent Application No. 09/841,429. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent Application No. 09/841,429 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012236, Frame 0791.

25. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and any patent granted on U.S. Patent Application No. 09/841,429 are commonly owned. This agreement runs with any patent granted on

the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.

26. Applicant is the owner of all rights in U.S. Patent Application No. 09/841,432. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent Application No. 09/841,432 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012505, Frame 0208.

27. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and any patent granted on U.S. Patent Application No. 09/841,432 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.

28. Applicant is the owner of all rights in U.S. Patent Application No. 09/841,434. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent Application No. 09/841,434 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012600, Frame 0215.

29. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and any patent granted on U.S. Patent Application No. 09/841,434 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.

30. Applicant is the owner of all rights in U.S. Patent No. 6,581,684. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent No. 6,581,684 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012229, Frame 0300.

31. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and U.S. Patent No. 6,581,684 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.

32. Applicant is the owner of all rights in U.S. Patent Application No. 09/841,439. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent Application No. 09/841,439 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012656, Frame 0444.

33. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and any patent granted on U.S. Patent Application No. 09/841,439 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.

34. Applicant is the owner of all rights in U.S. Patent Application No. 09/841,441. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent Application No. 09/841,441 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012617, Frame 0201.

35. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and any patent granted on U.S. Patent Application No. 09/841,441 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.

36. Applicant is the owner of all rights in U.S. Patent No. 6,588,503. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent No. 6,588,503 by virtue of an

assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012267, Frame 0619.

37. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and U.S. Patent No. 6,588,503 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.

38. Applicant is the owner of all rights in U.S. Patent Application No. 09/841,444. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent Application No. 09/841,444 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012600, Frame 0219.

39. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and any patent granted on U.S. Patent Application No. 09/841,444 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.

40. Applicant is the owner of all rights in U.S. Patent Application No. 09/841,445. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent Application No. 09/841,445 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012231, Frame 0177.

41. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and any patent granted on U.S. Patent Application No. 09/841,445 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.

42. Applicant is the owner of all rights in U.S. Patent Application No. 09/841,449. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent Application No. 09/841,449 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012236, Frame 0781.

43. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and any patent granted on U.S. Patent Application No. 09/841,449 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.

44. Applicant is the owner of all rights in U.S. Patent Application No. 09/841,488. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent Application No. 09/841,488 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012237, Frame 0347.

45. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and any patent granted on U.S. Patent Application No. 09/841,488 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.

46. Applicant is the owner of all rights in U.S. Patent Application No. 09/841,490. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent Application No. 09/841,490 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012237, Frame 0271.

47. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and any patent granted on U.S. Patent Application No. 09/841,490 are commonly owned. This agreement runs with any patent granted on

the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.

48. Applicant is the owner of all rights in U.S. Patent No. 6,588,504. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent No. 6,588,504 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012233, Frame 0160.

49. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and U.S. Patent No. 6,588,504 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.

50. Applicant is the owner of all rights in U.S. Patent Application No. 09/841,497. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent Application No. 09/841,497 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012231, Frame 0199.

51. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and any patent granted on U.S. Patent Application No. 09/841,497 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.

52. Applicant is the owner of all rights in U.S. Patent No. 6,591,907. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent No. 6,591,907 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012233, Frame 0196.

53. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and U.S. Patent No. 6,591,907 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.

54. Applicant is the owner of all rights in U.S. Patent Application No. 09/841,502. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent Application No. 09/841,502 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012231, Frame 0191.

55. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and any patent granted on U.S. Patent Application No. 09/841,502 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.

56. Applicant is the owner of all rights in U.S. Patent Application No. 09/841,638. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent Application No. 09/841,638 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012204, Frame 0335.

57. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and any patent granted on U.S. Patent Application No. 09/841,638 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.

58. Applicant is the owner of all rights in U.S. Patent Application No. 09/841,639. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent Application No.

09/841,639 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012204, Frame 0317.

59. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and any patent granted on U.S. Patent Application No. 09/841,639 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.

60. As sole owner in the captioned patent application, Applicant hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the captioned patent application which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §154 to §156 and §173, as presently shortened by any terminal disclaimer, of any patent granted on U.S. Patent Application Nos. 09/840,937; 09/841,170; 09/841,283; 09/841,285; 09/841,286; 09/841,294; 09/841,300; 09/841,306; 09/841,308; 09/841,429; 09/841,432; 09/841,434; 09/841,439; 09/841,441; 09/841,444; 09/841,445; 09/841,449; 09/841,488; 09/841,490; 09/841,497; 09/841,502; 09/841,638; or 09/841,639.

61. In making the above disclaimer, Applicant does not disclaim the terminal part of any patent granted on the captioned patent application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §154 to §156 and §173 of a patent granted on U.S. Patent Application Nos. 09/840,937; 09/841,170; 09/841,283; 09/841,285; 09/841,286; 09/841,294; 09/841,300; 09/841,306; 09/841,308; 09/841,429; 09/841,432; 09/841,434; 09/841,439; 09/841,441; 09/841,444; 09/841,445; 09/841,449; 09/841,488; 09/841,490; 09/841,497; 09/841,502; 09/841,638; or 09/841,639, as presently shortened by any terminal disclaimer, in the event that the patent granted on U.S. Patent Application No. 09/840,937; 09/841,170; 09/841,283; 09/841,285; 09/841,286; 09/841,294; 09/841,300; 09/841,306; 09/841,308; 09/841,429; 09/841,432; 09/841,434; 09/841,439; 09/841,441; 09/841,444; 09/841,445; 09/841,449; 09/841,488; 09/841,490; 09/841,497; 09/841,502; 09/841,638; or 09/841,639 later expires for failure to pay a maintenance fee, is held unenforceable, is found

invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. §1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

62. As sole owner in the captioned patent application, Applicant hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the captioned patent application which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §154 to §156 and §173, as presently shortened by any terminal disclaimer, of U.S. Patent Nos. 6,607,033; 6,591,906; 6,581,684; 6,588,503; 6,588,504; or 6,591,907.

63. In making the above disclaimer, Applicant does not disclaim the terminal part of any patent granted on the captioned patent application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §154 to §156 and §173 of U.S. Patent Nos. 6,607,033; 6,591,906; 6,581,684; 6,588,503; 6,588,504; or 6,591,907, as presently shortened by any terminal disclaimer, in the event that U.S. Patent Nos. 6,607,033; 6,591,906; 6,581,684; 6,588,503; 6,588,504; or 6,591,907 later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. §1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

64. A fee authorization for the required fee is attached.

By: 

Del S. Christensen
Senior Counsel for Shell Oil Company
Reg. No. 33,482

SHELL OIL COMPANY
P.O. BOX 2463
HOUSTON, TX 77252-8463
(713) 241-3997 (voice) (713) 241-6617 (facsimile)
Date: Feb. 2, 2004

PATENT
TH1984

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application No.: 09/841,442
Confirmation No.: 4754
Filing Date: April 24, 2001
Inventors: Maher et al.
Title: IN SITU THERMAL
PROCESSING OF A COAL
FORMATION WITH A
SELECTED MOISTURE
CONTENT

Examiner: J. J. Kreck
Art Unit: 3673
Atty. Dkt. No.: 5659-05900/EBM

CERTIFICATE OF FACSIMILE FILING

DATE OF
TRANSMISSION: Feb 2, 2004

I hereby certify that this correspondence is being sent by
facsimile to the United States Patent and Trademark Office, P.O.
Box (703) 872-9306 on the date indicated above.


Del S. Christensen

FEE AUTHORIZATION

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1430

Sir:


The Commissioner is hereby authorized to charge the following fees to Shell Oil Co.
Deposit Account Number 19-1800/TH1984:

1. Terminal Disclaimer Fee \$110.00

TOTAL AMOUNT: \$110.00

The Commissioner is also authorized to charge any extension fee or other fees that may
be necessary to the same account number.

Respectfully submitted,


Del S. Christensen
Senior Counsel for Shell Oil Company
Reg. No. 33,482

SHELL OIL COMPANY
P.O. BOX 2463
HOUSTON, TX 77252-8463
(713) 241-3997 (voice)
(713) 241-6617 (facsimile)

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PATENT
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PROCESSING OF A COAL
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CONTENT

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Art Unit: 3673

Atty. Dkt. No.: 5659-05900/EBM

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DATE OF
TRANSMISSION:

Feb 2, 2004

I hereby certify that this correspondence is being sent by
facsimile to the United States Patent and Trademark Office, Fax
No. (703) 872-2306 on the date indicated above.

Del S. Christensen

FEE AUTHORIZATION

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

The Commissioner is hereby authorized to charge the following fees to Shell Oil Co.
Deposit Account Number 19-1800/TH1984:

1. Terminal Disclaimer Fee	\$110.00
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TOTAL AMOUNT: \$110.00The Commissioner is also authorized to charge any extension fee or other fees that may
be necessary to the same account number.

Respectfully submitted,

Del S. Christensen
Senior Counsel for Shell Oil Company
Reg. No. 33,482SHELL OIL COMPANY
P.O. BOX 2463
HOUSTON, TX 77252-8463
(713) 241-3997 (voice)
(713) 241-6617 (facsimile)

Date: Feb 2, 2004

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TO Examiner J. Kreck
USPTO

FROM Del S. Christensen

DATE Feb. 2, 2004

PAGE 14+ COVER PAGE

SUBJECT: Terminal disclaimer & Fee Authorization
for 09/841,442

Shell Oil Company
Intellectual Property Services
P O Box 2463
Houston, TX 77252-2463
910 Louisiana
Houston, TX 77002
United States of America
Tel +1 713 241-3997
Fax +1 713 241 6617
Email del.christensen@shell.com
Internet <http://www.shell.com>

Very truly yours,
Shell Oil Company

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PATENT
TH1984

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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FEB 04 2004

Application No.: 09/841,442

Confirmation No.: 4754

Filing Date: April 24, 2001

Inventors: Maher et al.

Title: IN SITU THERMAL
PROCESSING OF A COAL
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Examiner: J. J. Kreck

Art Unit: 3673

Atty. Dkt. No.: 5659-05900/EBM

CERTIFICATE OF FACSIMILE FILING

DATE OF
TRANSMISSION:

Feb 2, 2004

I hereby certify that this correspondence is being sent by
facsimile to the United States Patent and Trademark Office, P.O.
Box 7033 672-9196 on the date indicated above.

D. J. S. Christensen

OFFICIAL

**TERMINAL DISCLAIMER TO OBVIATE DOUBLE PATENTING REJECTIONS OVER
PATENT APPLICATIONS AND PATENTS**Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

1. Applicant is the owner of all rights in the captioned patent application. Applicant certifies that it is the assignee of the entire right, title and interest in the captioned patent application by virtue of an assignment from the inventors of the captioned patent application, the assignment recorded with the Patent and Trademark Office at Reel 012229, Frame 0225.
2. Applicant is the owner of all rights in U.S. Patent Application No. 09/840,937. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent Application No. 09/840,937 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012236, Frame 0726.
3. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and any patent granted on U.S. Patent

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Date	Status	Code	Description
02/02/2004		DIST	TERMINAL DISCLAIMER FILED
02/19/2004		TSSA	IFW AMENDED CASE PROCESSING COMPLETE
02/02/2004		M844	INFORMATION DISCLOSURE STATEMENT (IDS) FILED
02/19/2004		FWDX	DATE FORWARDED TO EXAMINER
02/02/2004	71	A...	RESPONSE AFTER NON-FINAL ACTION
11/18/2003	41	MCTNF	MAIL NON-FINAL REJECTION
11/17/2003	40	CTNF	NON-FINAL REJECTION
09/03/2003		FWDX	DATE FORWARDED TO EXAMINER
08/25/2003	71	A...	RESPONSE AFTER NON-FINAL ACTION
08/25/2003		EIDS	ELECTRONIC INFORMATION DISCLOSURE STATEMENT
08/25/2003		EIDS	ELECTRONIC INFORMATION DISCLOSURE STATEMENT
08/08/2003		M844	INFORMATION DISCLOSURE STATEMENT (IDS) FILED
05/05/2003	41	MCTNF	MAIL NON-FINAL REJECTION
05/01/2003	40	CTNF	NON-FINAL REJECTION
03/13/2003		M844	INFORMATION DISCLOSURE STATEMENT (IDS) FILED
03/20/2003		FWDX	DATE FORWARDED TO EXAMINER
03/13/2003		AMSB	AMENDMENT SUBMITTED/ENTERED WITH FILING OF CPA/RC
03/20/2003		FWDX	DATE FORWARDED TO EXAMINER
03/13/2003	71	RCEX	REQUEST FOR CONTINUED EXAMINATION (RCE)
03/20/2003		ABN9	EXPRESS ABANDONMENT (FOR ENTRY OF CPA / RCE / RULE12
03/20/2003		C.AD	CORRESPONDENCE ADDRESS CHANGE
03/10/2003		M844	INFORMATION DISCLOSURE STATEMENT (IDS) FILED
03/13/2003		BRCE	WORKFLOW - REQUEST FOR RCE - BEGIN
02/26/2003	83	MCTAV	MAIL ADVISORY ACTION (PTOL - 303)
02/25/2003	82	CTAV	ADVISORY ACTION (PTOL-303)
02/22/2003		FWDX	DATE FORWARDED TO EXAMINER
02/13/2003	80	A.NE	AMENDMENT AFTER FINAL REJECTION
02/13/2003		M844	INFORMATION DISCLOSURE STATEMENT (IDS) FILED
02/10/2003		M844	INFORMATION DISCLOSURE STATEMENT (IDS) FILED
12/10/2002	61	MCTFR	MAIL FINAL REJECTION (PTOL - 326)

12/09/2002	60	CTFR	FINAL REJECTION
10/10/2002		FWDX	DATE FORWARDED TO EXAMINER
09/30/2002	71	A...	RESPONSE AFTER NON-FINAL ACTION
09/30/2002		C614	NEW OR ADDITIONAL DRAWING FILED
09/30/2002		M844	INFORMATION DISCLOSURE STATEMENT (IDS) FILED
07/30/2002		M844	INFORMATION DISCLOSURE STATEMENT (IDS) FILED
07/08/2002		M844	INFORMATION DISCLOSURE STATEMENT (IDS) FILED
06/25/2002	41	MCTNF	MAIL NON-FINAL REJECTION
06/20/2002	40	CTNF	NON-FINAL REJECTION
06/17/2002		DOCK	CASE DOCKETED TO EXAMINER IN GAU
06/03/2002		M844	INFORMATION DISCLOSURE STATEMENT (IDS) FILED
03/01/2002		LTDR	INCOMING LETTER PERTAINING TO THE DRAWINGS
03/01/2002		A.PE	PRELIMINARY AMENDMENT
05/03/2002		M844	INFORMATION DISCLOSURE STATEMENT (IDS) FILED
12/26/2001		M844	INFORMATION DISCLOSURE STATEMENT (IDS) FILED
12/20/2001		M844	INFORMATION DISCLOSURE STATEMENT (IDS) FILED
10/01/2001		A.PE	PRELIMINARY AMENDMENT
04/29/2002	30	DOCK	CASE DOCKETED TO EXAMINER IN GAU
10/18/2001	20	OIPE	APPLICATION DISPATCHED FROM OIPE
10/17/2001		COMP	APPLICATION IS NOW COMPLETE
06/28/2001		INCD	NOTICE MAILED--APPLICATION INCOMPLETE--FILING DATE A
06/19/2001		C.AD	CORRESPONDENCE ADDRESS CHANGE
05/09/2001		SCAN	IFW SCAN & PACR AUTO SECURITY REVIEW
04/24/2001	19	IEXX	INITIAL EXAM TEAM NN

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